

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

SCOTTSDALE INSURANCE
COMPANY, an Ohio corporation,

Plaintiff,

v.

BEACHCOMBER MANAGMENT
CRYSTAL COVE, LLC, a California
limited liability company, et. al.,

Defendants.

RICHARD A. MARSHACK, Chapter
7 Trustee,

Cross-Plaintiff,

v.

SCOTTSDALE INSURANCE
COMPANY, an Ohio corporation,

Cross-Defendant.

Case No.: 8:22-cv-01300-JWH-KES

AMENDED ~~[PROPOSED]~~
PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the

1 following Stipulated Protective Order. The parties acknowledge that this Order does
2 not confer blanket protections on all disclosures or responses to discovery and that the
3 protection it affords from public disclosure and use extends only to the limited
4 information or items that are entitled to confidential treatment under the applicable
5 legal principles.

6 2. GOOD CAUSE STATEMENT

7 This action is likely to involve documentation and information relating to
8 confidential and proprietary business practices or commercial information, including
9 but not limited to confidential and proprietary reserve information, underwriting
10 information and financial information, and settlement communications for which
11 special protection from public disclosure and from use for any purpose other than
12 prosecution of this action is warranted. Such confidential and proprietary materials
13 and information may be otherwise unavailable to the public, or may be privileged or
14 otherwise protected from disclosure under state or federal statutes, court rules, case
15 decisions or common law. Accordingly, to expedite the flow of information, to
16 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
17 to adequately protect information the parties are entitled to keep confidential, to ensure
18 that the parties are permitted reasonable necessary uses of such material in preparation
19 for and in the conduct of trial, to address their handling at the end of the litigation, and
20 serve the ends of justice, a protective order for such information is justified in this
21 matter. It is the intent of the parties that information will not be designated as
22 confidential or attorneys' eyes only for tactical reasons and that nothing be so
23 designated without a good faith belief that it has been maintained in a confidential,
24 non-public manner, and there is good cause why it should not be part of the public
25 record of this case.

26 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

27 The parties further acknowledge, as set forth in Section 14.3, below, that this
28 Stipulated Protective Order does not entitle them to file confidential information under

1 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
2 standards that will be applied when a party seeks permission from the court to file
3 material under seal. There is a strong presumption that the public has a right of access
4 to judicial proceedings and records in civil cases. In connection with non-dispositive
5 motions, good cause must be shown to support a filing under seal. *See Kamakana v.*
6 *City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
7 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
8 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
9 orders require good cause showing), and a specific showing of good cause or
10 compelling reasons with proper evidentiary support and legal justification, must be
11 made with respect to Protected Material that a party seeks to file under seal. The
12 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL
13 does not—without the submission of competent evidence by declaration, establishing
14 that the material sought to be filed under seal qualifies as confidential, privileged, or
15 otherwise protectable—constitute good cause.

16 Further, if a party requests sealing related to a dispositive motion or trial, then
17 compelling reasons, not only good cause, for the sealing must be shown, and the relief
18 sought shall be narrowly tailored to serve the specific interest to be protected. *See*
19 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item
20 or type of information, document, or thing sought to be filed or introduced under seal
21 in connection with a dispositive motion or trial, the party seeking protection must
22 articulate compelling reasons, supported by specific facts and legal justification, for the
23 requested sealing order. Again, competent evidence supporting the application to file
24 documents under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise protectable in its
26 entirety will not be filed under seal if the confidential portions can be redacted. If
27 documents can be redacted, then a redacted version for public viewing, omitting only
28 the confidential, privileged, or otherwise protectable portions of the document, shall be

1 filed. Any application that seeks to file documents under seal in their entirety should
2 include an explanation of why redaction is not feasible.

3 4. DEFINITIONS

4 4.1 Action: the above-captioned action pending in the United States District
5 Court for the Central District of California and styled as *Scottsdale Insurance*
6 *Company v. Beachcomber Management Crystal Cove, LLC, et al.*, Case No. 8:22-cv-
7 01300-JWH-KES.

8 4.2 Challenging Party: a Party or Non-Party that challenges the designation
9 of information or items under this Order.

10 4.3 “CONFIDENTIAL” Information or Items: information (regardless of
11 how it is generated, stored or maintained) or tangible things that qualify for protection
12 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
13 Statement.

14 4.4 “ATTORNEYS’ EYES ONLY” Information or Items: information
15 (regardless of how it is generated, stored or maintained) or tangible items that qualify
16 for protection under Federal Rule of Civil Procedure 26(c), and as specified above in
17 the Good Cause Statement, and disclosure of which to any Party or Non-Party would
18 create significant risk of competitive disadvantage or business injury that could not be
19 avoided by less restrictive means.

20 4.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
21 support staff).

22 4.6 Designating Party: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

25 4.7 Disclosure or Discovery Material: all items or information, regardless of
26 the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery.

1 4.8 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this Action.

4 4.9 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 4.10 Non-Party: any natural person, partnership, corporation, association or
8 other legal entity not named as a Party to this action.

9 4.11 Outside Counsel of Record: attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm that has
12 appeared on behalf of that party, and includes support staff.

13 4.12 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 4.14 Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
21 their employees and subcontractors.

22 4.15 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

24 4.16 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 5. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected
28 Material (as defined above), but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
2 Material; and (3) any testimony, conversations, or presentations by Parties or their
3 Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the trial
5 judge. This Order does not govern the use of Protected Material at trial.

6 6. DURATION

7 Once a case proceeds to trial, information that was designated as
8 CONFIDENTIAL or ATTORNEYS' EYES ONLY or maintained pursuant to this
9 protective order used or introduced as an exhibit at trial becomes public and will be
10 presumptively available to all members of the public, including the press, unless
11 compelling reasons supported by specific factual findings to proceed otherwise are
12 made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81
13 (distinguishing "good cause" showing for sealing documents produced in discovery
14 from "compelling reasons" standard when merits-related documents are part of court
15 record). Accordingly, the terms of this protective order do not extend beyond the
16 commencement of the trial.

17 7. DESIGNATING PROTECTED MATERIAL

18 7.1 Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection under this
20 Order must take care to limit any such designation to specific material that qualifies
21 under the appropriate standards. The Designating Party must designate for protection
22 only those parts of material, documents, items or oral or written communications that
23 qualify so that other portions of the material, documents, items or communications for
24 which protection is not warranted are not swept unjustifiably within the ambit of this
25 Order.

26 Mass, indiscriminate or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper
28 purpose (e.g., to unnecessarily encumber the case development process or to impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

7.2 Manner and Timing of Designations. Except as otherwise provided in this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "ATTORNEYS' EYES ONLY" (hereinafter "ATTORNEYS' EYES ONLY legend"), to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" or "ATTORNEYS' EYES ONLY legend" to each page that contains Protected Material. If only a portion of the material on a page qualifies

1 for protection, the Producing Party also must clearly identify the protected portion(s)
 2 (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in depositions, either that the Designating Party
 4 identifies the Disclosure or Discovery Material on the record, before the close of the
 5 deposition all protected testimony, or within fifteen (15) days of receipt of the
 6 deposition transcript, whichever is later. During the first fifteen (15) days after receipt
 7 of the deposition transcript, the deposition transcript shall be deemed “ATTORNEYS’
 8 EYES ONLY.”

9 (c) for information produced in some form other than documentary and
 10 for any other tangible items, that the Producing Party affix in a prominent place on the
 11 exterior of the container or containers in which the information is stored the legend
 12 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If only a portion or portions
 13 of the information warrants protection, the Producing Party, to the extent practicable,
 14 shall identify the protected portion(s).

15 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 16 failure to designate qualified information or items does not, standing alone, waive the
 17 Designating Party’s right to secure protection under this Order for such material.
 18 Upon timely correction of a designation, the Receiving Party must make reasonable
 19 efforts to assure that the material is treated in accordance with the provisions of this
 20 Order.

21 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 8.1 Timing of Challenges. Any Party or Non-Party may challenge a
 23 designation of confidentiality or attorneys’ eyes only at any time that is consistent with
 24 the Court’s Scheduling Order.

25 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
 26 resolution process under Local Rule 37.1 et seq.

27 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
 28 joint stipulation pursuant to Local Rule 37-2.

1 8.4 The burden of persuasion in any such challenge proceeding shall be on the
 2 Designating Party. Frivolous challenges, and those made for an improper purpose
 3 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 4 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
 5 withdrawn the confidentiality or attorneys' eyes only designation, all parties shall
 6 continue to afford the material in question the level of protection to which it is entitled
 7 under the Producing Party's designation until the Court rules on the challenge.

8 9. ACCESS TO AND USE OF PROTECTED MATERIAL

9 9.1 Basic Principles. A Receiving Party may use Protected Material that is
 10 disclosed or produced by another Party or by a Non-Party in connection with this
 11 Action only for prosecuting, defending or attempting to settle this Action. Such
 12 Protected Material may be disclosed only to the categories of persons and under the
 13 conditions described in this Order. When the Action has been terminated, a Receiving
 14 Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a
 16 location and in a secure manner that ensures that access is limited to the persons
 17 authorized under this Order.

18 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 19 otherwise ordered by the court or permitted in writing by the Designating Party, a
 20 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
 21 only to:

22 (a) the Receiving Party's Outside Counsel of Record in this Action, as
 23 well as employees of said Outside Counsel of Record to whom it is reasonably
 24 necessary to disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel) of
 26 the Receiving Party to whom disclosure is reasonably necessary for this Action;

27 (c) Experts (as defined in this Order) of the Receiving Party to whom
 28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and Professional
5 Vendors to whom disclosure is reasonably necessary for this Action and who have
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in the
10 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
11 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
12 not be permitted to keep any confidential information unless they sign the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
14 by the Designating Party or ordered by the court. Pages of transcribed deposition
15 testimony or exhibits to depositions that reveal Protected Material may be separately
16 bound by the court reporter and may not be disclosed to anyone except as permitted
17 under this Stipulated Protective Order;

18 (i) any mediators or settlement officers and their supporting personnel,
19 mutually agreed upon by any of the parties engaged in settlement discussions;

20 (j) the Receiving Party’s auditors, insurers, reinsurers, insurance
21 representatives, and regulators of the Parties to whom disclosure is reasonably
22 necessary for this Action; and

23 (k) any other person as to whom the Producing Party agrees in writing.

24 9.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.

25 Unless otherwise ordered by the court or permitted in writing by the Designating Party,
26 a Receiving Party may disclose any information or item designated “ATTORNEYS’
27 EYES ONLY” only to:

28 (a) the Receiving Party’s Outside Counsel of Record in this Action, as

1 well as employees of said Outside Counsel of Record to whom it is reasonably
2 necessary to disclose the information for this Action;

3 (b) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this Action and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (c) the court and its personnel;

7 (d) court reporters and their staff;

8 (e) the author or recipient of a document containing the information or a
9 custodian or other person who otherwise possessed or knew the information; and

10 (f) any other person as to whom the Producing Party agrees in writing.

11 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
12 PRODUCED IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation that
14 compels disclosure of any information or items designated in this Action as
15 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification
17 shall include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or order
19 to issue in the other litigation that some or all of the material covered by the subpoena
20 or order is subject to this Protective Order. Such notification shall include a copy of
21 this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be
23 pursued by the Designating Party whose Protected Material may be affected. If the
24 Designating Party timely seeks a protective order, the Party served with the subpoena
25 or court order shall not produce any information designated in this action as
26 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a determination by the
27 court from which the subpoena or order issued, unless the Party has obtained the
28 Designating Party’s permission. The Designating Party shall bear the burden and

1 expense of seeking protection in that court of its confidential material and nothing in
2 these provisions should be construed as authorizing or encouraging a Receiving Party
3 in this Action to disobey a lawful directive from another court.

4 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a
7 Non-Party in this Action and designated as "CONFIDENTIAL" or "ATTORNEYS'
8 EYES ONLY." Such information produced by Non-Parties in connection with this
9 litigation is protected by the remedies and relief provided by this Order. Nothing in
10 these provisions should be construed as prohibiting a Non-Party from seeking
11 additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party's confidential or attorneys' eyes only information in its
14 possession, and the Party is subject to an agreement with the Non-Party not to produce
15 the Non-Party's confidential or attorneys' eyes only information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-
17 Party that some or all of the information requested is subject to a confidentiality
18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by the
23 Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court within
25 14 days of receiving the notice and accompanying information, the Receiving Party
26 may produce the Non-Party's confidential or attorneys' eyes only information
27 responsive to the discovery request. If the Non-Party timely seeks a protective order,
28 the Receiving Party shall not produce any information in its possession or control that

1 is subject to the confidentiality agreement with the Non-Party before a determination
 2 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden
 3 and expense of seeking protection in this court of its Protected Material.

4 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 6 Protected Material to any person or in any circumstance not authorized under this
 7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
 8 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
 9 all unauthorized copies of the Protected Material, (c) inform the person or persons to
 10 whom unauthorized disclosures were made of all the terms of this Order, and (d)
 11 request such person or persons to execute the “Acknowledgment and Agreement to Be
 12 Bound” that is attached hereto as Exhibit A.

13 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 14 PROTECTED MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain
 16 inadvertently produced material is subject to a claim of privilege or other protection,
 17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 19 may be established in an e-discovery order that provides for production without prior
 20 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 21 parties reach an agreement on the effect of disclosure of a communication or
 22 information covered by the attorney-client privilege or work product protection, the
 23 parties may incorporate their agreement in the stipulated protective order submitted to
 24 the court.

25 14. MISCELLANEOUS

26 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
 27 person to seek its modification by the Court in the future.

28 14.2 Right to Assert Other Objections. By stipulating to the entry of this

1 Protective Order, no Party waives any right it otherwise would have to object to
2 disclosing or producing any information or item on any ground not addressed in this
3 Stipulated Protective Order. Similarly, no Party waives any right to object on any
4 ground to use in evidence of any of the material covered by this Protective Order.

5 14.3 Filing Protected Material. A Party that seeks to file under seal any
6 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
7 only be filed under seal pursuant to a court order authorizing the sealing of the specific
8 Protected Material at issue. If a Party's request to file Protected Material under seal is
9 denied by the court, then the Receiving Party may file the information in the public
10 record unless otherwise instructed by the court.

11 15. FINAL DISPOSITION

12 The obligations of the Parties under this Order shall survive the resolution of
13 this action such that the Parties agree to maintain all Confidential Material as
14 "CONFIDENTIAL" and all Attorneys' Eyes Only Material as "ATTORNEYS' EYES
15 ONLY" during the pendency of and after the conclusion of this action.

16
17 16. VIOLATION

18 Any violation of this Order may be punished by appropriate measures including,
19 without limitation, contempt proceedings and/or monetary sanctions.

20
21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

22 Dated: May 8, 2023

23
24 DATED: May 8, 2023

BAILEY CAVALIERI LLC

/s/Valerie D. Rojas

Sabrina Haurin

Christopher Burch

1 **COZEN O'CONNOR**

2 Valerie Rojas

3 Attorneys for Plaintiff/Cross-Defendant
4 SCOTTSDALE INSURANCE COMPANY

5 DATED: May 8, 2023

MILLER BARONDESS, LLP

6 /s/Casey B. Sypek

7 Casey B. Sypek

8 Murad Salim

9 Attorneys for Defendant/Cross-Plaintiff
10 RICHARD A MARSHACK, CHAPTER 7
11 TRUSTEE

12
13
14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

15
16 DATED: May 10, 2023

17 

18 JUDGE KAREN E. SCOTT

19 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was issued
 by the United States District Court for the Central District of California on [date] in the
 case of *Scottsdale Insurance Company v. Beachcomber Management Crystal Cove, LLC, et al.*, Case No. 8:22-cv-01300-JWH-KES. I agree to comply with and to be
 bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment in
 the nature of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person or
 entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for enforcing the terms of this Stipulated Protective
 Order, even if such enforcement proceedings occur after termination of this action. I
 hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____